



a: Office 1
85d Cazenove Road
London N16 6BB
t: 0208 049 6727
e: mail@yeshuosshabbos.org

Terms and Conditions - Donors

These Terms and Conditions shall govern the terms by which Donors provide Grants to the Charity.

Definitions

“the Charity” means Yeshuos Shabbos, a charity registered with the Charity Commission under Charity Number 1152793 with its registered office at 85d Cazenove Road, London, N16 6BB with its registered objectives as the advancement of education and training, the relief of poverty, sickness and distress. Promotion of good health and provision of recreational facilities in the interest of social welfare, with the object of improving their conditions of life.

“the Charity Commission” means the non-ministerial governmental department that regulates registered charities in England and Wales and maintains the Central Register of Charities. The Charity Commission answers directly to the UK Parliament rather than to Government ministers.

“the Donor” (also “you” “your” or “yours”) means the individual or entity providing donations to the Charity.

“Donation” means monies provided by the Donor to the Charity, via any means.

“Grant” means monies provided by the Charity to a Recipient whether paid in monies and sums of any currency, food stamp, voucher, prepaid card or by any other means.

“HMRC” means Her Majesty’s Revenue & Customs which is a non-ministerial department of the UK responsible for the collection of taxes.

“Recipient” means any individual or corporate entity, in receipt of a Grant or Grants from the Charity.

“Terms and Conditions” means the rules that govern the Grants, actions of donors and the actions of the trustees of the Charity including, but not limited to, information specific to the Charity.

Your Donation

A donation to the Charity made by the Donor (whether by cheque, electronically or by any other means) is an irrevocable charitable donation to the Charity and such funds immediately become the property of the Charity.

The Charity may only provide Grants for purposes which are considered wholly charitable according to English law. This includes the allocation of funds to Recipients where the Charity is reasonably satisfied that the provision of such a Grant is charitable according to English law. Recipients may be individuals and/or charitable trusts or not-for-profit entities which are registered in England and Wales with the



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Charity Commission and/or charities and corresponding not-for-profit entities which are registered in Israel, the USA and elsewhere with an equivalent registration.

The Charity will have absolute discretion in determining the eligibility of the proposed Recipient, the validity and timing of any Grants and whether any restrictions should be applied to the Recipient in relation to the use of the funds.

At no time may you, or any person connected to you (for example, if you are an individual, your spouse or close relative, or if you are a corporate entity, your directors or the person(s) who control you, or another company controlled by them) be permitted to derive any benefit from the funds which you donate to the Charity.

- The Charity cannot use funds to pay any private school or college fees whether such fees relate to secular or Kodesh tuition. This also applies to Boarding Schools, Yeshivas and Seminaries and other colleges of higher education, whether in the UK or abroad.
- In accordance with current HMRC practice, voluntary contributions requested by State Aided schools in relation to the provision of Kodesh tuition may be paid by grants from the Charity.
- General donations to educational establishments which qualify as charitable organisations under the relevant law, may be made with charitable funds provided all tuition charges have been paid for in full. The Charity reserves the right to request evidence of such payments.

You will provide any information required or requested by the Charity in connection with your Grant or any matter relating to your dealings with the Charity, as soon as practicable and always within one week of such a request.

You may be asked to confirm in writing that neither yourself nor any family member receive any benefit from a donation which you request be made by the Charity. Donors may also be asked other compliance questions at the discretion of the Charity. The Recipient may also be asked to confirm that no benefit has/will result, as well as questions pertaining to their relationship with you. Details of the charity/project may also be requested to satisfy money laundering and other compliance requirements.

The Charity's Compliance Officer is authorised to inspect any transaction. He/she may contact a Donor or Recipient to confirm details of a payment and/or to request additional information.

The Charity retains up to 5% of all Grants received in a reserve account, to cover the ongoing operations of the Charity, while the remaining 95% is allocated to the Grants. The Charity reserves the right to periodically adjust these amounts in line with the requirements of the Charity.



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Data Protection

In this Clause “Data” means all Personal Data and other data processed by the Charity as a result of making Donations to, the Charity.

“Data Protection Laws” means the Electronic Communications (EC Directive) Regulations 2003, the General Data Protection Regulations 2017, the Data Protection Act 2018 and any other data protection laws and regulations applicable in the UK and any codes of practice, guidelines or recommendations issued by the Information Commissioner or any replacement body.

The Charity will comply with the requirements of the Data Protection Laws in respect of the activities which are the subject of the Terms and Conditions and shall not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Laws.

The Charity will process Data for the purposes of receiving your Donation. The Charity shall only process Data in accordance with its Privacy Notice as amended from time to time and shall not process Data for any other purpose.

The Charity shall have in place all appropriate technological and organisational measures against unauthorised or unlawful use of, access to, or theft of Data and against the loss or destruction of, or damage to, Data.

The Charity may at its absolute discretion pursuant to its data protection policy and privacy notice, reveal your name to the beneficiary of the donation.

The Charity may undertake checks on your identity by way of third-party providers such as credit reference and fraud prevention agencies, to manage your account with us.

Where you are a corporate entity, the Charity will only accept instructions, including grant requests, from an individual appointed by you as a signatory using the authorisation form provided to you by the Charity. If you wish to change the signatory at any time, you must complete a new form and the Charity will update its records as soon as reasonably practicable. The Charity will only cease to take instructions from a previously appointed signatory, or accept instructions from a new signatory, once its records have been updated.

You confirm that you have the consent from the third parties of whom you provide the Charity with their Data, for the Charity to hold this information in accordance with its Privacy Notice.

You may request confirmation of the information we hold about you, to which we will respond within 30 days.

The information you have provided is subject to the Data Protection Act 2018, and Privacy Notice of the Charity as updated from time-to-time. Our Privacy Notice will be reviewed on a regular basis and may be



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updated from time-to-time. We will notify you via email when this happens and provide you with a copy of the most recent and up-to-date Privacy Policy.

Amendment of These Terms

The Charity may, at its absolute discretion, vary these Terms and Conditions. Any such variation will be effective 30 days after you have received written notice of it, which may be made via email or by post at the discretion of the Charity.

Entire Agreement

These Terms and Conditions should be read in conjunction with our Privacy Notice and Heter Isska, as updated from time to time.